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Klamath First Federal P. 0. Box 5270 Klamath Falls, OR 97601

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DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on <u>August 5</u>, 19.87 The grantor is First Presbyterian Church of Klamath Falls Borrower owes Lender the principal sum of ... Seventeen Thousand Five Hundred and no/100-----dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on <u>August 15, 2007</u>. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note" For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in <u>Klamath</u> County, Oregon: *(d) The repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to the paragraph below ("Future Advances"). FUTURE ADVANCES. Upon request of Borrower, Lender, at Lender's option prior to full reconveyance of the Property by Trustee to Borrower, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby. 计运行时间 per planes esperitant Na las legation Cista de marcas

Lots 3 and 4 in Block 10 of Original Town of Linkville, now the City of Klamath Falls, Oregon less that portion conveyed to Geo. M. Mann by deed recorded in Book 129 of Deeds, page 451, Deed Records of Klamath County, Oregon.

See attached Adjustable Rate Loan Rider made a part herein. A contract of the second of th

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TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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Form 3038 12/83 44737 SAF SYSTEMS AND FORMS CHICAGO, IL

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UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS. BORROWER and Lenger covenant and agree as romows: 1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due principal interest in the data and by the Mote and only prepayment and late charges due under the Note the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note. Principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note. Funds for Toxos and Incurates. Subject to applicable law or to a written waiver by Lender Rorrower shall be 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay der on the day monthly neuments are due under the Note, until the Note is paid in full a sum ("Eunder") actual to 2. Funds for 1 axes min insurance. Subject to applicable law or to a written waiver by Lengel, borrower shall pay to Lenger on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to ano twelfth of. (a) wards to be and assessments which may attain priority over this Security Instrument. (b) yearly one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly lessabold payments of ground parts on the Departy if gap (c) yearly barged insurance premiums, and (d) yearly one-twellth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the hasis of current data and reasonable estimates of future ecorow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or guaranteed

state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. State agency (including Lender is Such an institution). Lender shan apply the Funds to pay the esclow news. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless I and a pairs Barrower interest on the Funds and applicable law parmits I ander to make such a charge Borrower and Lender may not emarge for norming and applying the runds, analyzing the account of vernying the escrow nems, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and I and a may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law Lender pays borrower interest on the Funds and applicable law permits Lender to make such a charge, borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid. Lender shall not be required to pay Portower any interest or corriging on the Funds. Lender Lender may agree in writing that interest shan or paid on the runds. Othess an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Rorrower without charge an applied accounting of the Funds showing credits and debits to the Funds and the shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the

shall give to borrower, without enarge, an annual accounting of the runus showing creates and depits to the runus and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this counting for the sums secured by If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to .

the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be at Borrower's option without promotive required to Borrower's option without promotive required to Borrower's option without promotive required to Borrower's option. at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the

an borrower sophion, entry promptly repair to borrower or creative to borrower on monthly payments or runus. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender. amount necessary to make up the deficiency in one or more payments as required by Lender. Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower and held by Lender If under paragraph 10 the Property is sold or acquired by Lender Lender shall apply no later Upon payment in tuil of all sums secured by this Security Instrument, Lender shall promptly retund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument

than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument. 3. Application of Payments, Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied first to late charges due under the Note: second to prepayment charges due under the paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third to amounte navable under paragraph 2, fourth to interact due; and last to principal due.

Note: third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

 Note; third, to amounts payable under paragraph 2; tourth, to interest due; and last, to principal due.
4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any.
Rorrower shall pay these obligations in the manner provided in paragraph 2 or if not paid in that manner. Borrower shall Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall provide an entry furnish to Lender all potices of amounts pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly. Borrower shall promptly furnish to Lender all notices of amounts

to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender s evidencing the payments. Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a)

agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by or defende against enforcement of the lien in legal proceedings which in the Lender's opinion operate to faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the lien to the Security Instrument. agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument. I ender may give Portower a agreement satisfactory to Lender subordinating the nen to this security instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notion identifying the lien. Porcover shall esticly the lien or take one of more of the actions set forth above within 10 days

notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property against loss by fire hazards included within the term "extended coverage" and any other hazards for which Lender

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance shall be chosen by Borrower subject to Lender's approval which shall not be requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss Borrower shall give prompt notice to the insurance

Lenger shan have the right to hold the poncies and renewals. It Lenger requires, borrower shall promptly give to Lenger all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and I ender I ender may make proof of loss if not made promptly by Borrower carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair Property damaged if the restoration or repair is economically fassible and I and all applied to restoration of repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or T ender's security would be lessened, the insurance proceeds shall be

or the Property damaged, it the restoration or repair is economically reasing and Lender's security is not ressented. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sume secured by this Security Instrument whether or not then due with any average noid to Borrower If applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If applied to the sums secured by this becurity instrument, whether or not then due, with any excess paid to bottower. It Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to cattle obtains then I and at may called the insurance proceeds. I and at may use the proceeds to repair or restore Borrower abandons the Property, or does not answer within 50 days a house from Lender that the histiance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Departy or to pay sume secured by this Security Instrument, whether or not then due. The 30-day period will begin

onered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin In a notice is given. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or the dive date of the monthly normalized to in paragraphs 1 and 2 or change the smouth of the payments. If postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 10 the Property is acquired by Tender Rorrower's right to any insurance policies and proceeds resulting

postpone the due date of the monthly payments referred to in paragraphs r and 2 of change the amount of the payments in under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Droperty prior to the acquisition shall provide to T ender to the attent of the sume secured by this Security from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition. 6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially

change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower securice fee title to the Property the leasehold and Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and 7. Protection of Lender's Rights in the Property; Mortgage Insurance.

covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect. I ender's rights in the Droperty (such as a proceeding in bankruntay probate for condempation or to enforce laws or covenants and agreements contained in this Security instrument, or there is a legal proceeding that may significantly allock Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or resultions), then I ender may do and new for whistever is necessary to protect the value of the Property and Lender's rights

Lender's rights in the rioperty (such as a proceeding in cankrupicy, product, for condemnation of to enforce laws of regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Droperty. I ender's actions may include baying any sume secured by a lian which has priority over this Security. in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument appearing in court paying reasonable attorneys' fees and entering on the Property to make repairs. Although In the Froperty. Lender 5 actions may include paying any sums secured by a new which has priority over this becurity Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although I ender moutable action under this paragraph 7. Lender does not have to do so Lender may take action under this paragraph 7, Lender does not have to do so. r may take action under this paragraph /, Lender does not have to do so. Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this a Instrument Unless Borrower and Lender arres to other tarms of payment, these amounts shall bear interest from

Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of dishursement at the Nate rate and whall be payeble with interest upon notice from Lender to Borrower the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower

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If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written accordance to conditional lender. insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender inspection and inspections of the property. 6. Inspection. Lender or its agent may make reasonable entries upon and inspections of the rioper shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection. Ne porrower notice at the time of or prior to all inspection specifying reasonable cause for the inspection. 9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with indemnation or other taking of any part of the Property or for conveyonce in lieu of condemnation, are hereby

any condemnation. The proceeds of any award of chain for damages, direct of consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by unsument, whence or not men use, with any causes pain to borrower. In the event of a partial taking of the rioperty, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceede multiplied by the following fraction: (a) the total amount of the sume caused immediately assigned and shall be paid to Lender.

the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking divided by (b) the fair market value of the Presenty immediately before the taking divided by (b) the fair market value of the Presenty immediately before the taking divided by (b) the fair market value of the Presenty immediately before the taking divided by (b) the fair market value of the Presenty immediately before the taking divided by (b) the fair market value of the Presenty immediately before the taking divided by (b) the fair market value of the Presenty immediately before the taking divided by (b) the fair market value of the Presenty immediately before the taking divided by (b) the fair market value of the Presenty immediately before the taking divided by (b) the fair market value of the Presenty immediately before the taking divided by (b) the fair market value of the Presenty immediately before the taking divided by (b) the fair market value of the Presenty immediately before the taking divided by (b) the fair market value of the Presenty immediately before the taking divided by (b) the fair market value of the Presenty immediately before the taking divided by (b) the fair market value of the Presenty immediately before the taking divided by (b) the fair market value of the Presenty immediately before the taking divided by (b) the fair market value of the Presenty immediately before the taking divided by (b) the fair market value of the Presenty immediately before the taking divided by (b) the fair market value of the Presenty immediately before the taking divided by (b) the fair market value of the Presenty immediately before the taking divided by (b) the fair market value of the Presenty immediately before the taking divided by (b) the fair market value of the Presenty immediately before the taking divided by (b) the fair market value of the Presenty immediately before the taking divided by (b) the fair market value of the Presenty immediately before the taking d before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to an award or settle a claim for domages. Perceiver fails to remond to Lender within 30 days after the date the notice is

make an award or settle a claim for damages, Bornower fails to respond to Lender within 30 days after the date the notice is a size of the proceeds at its option, either to restoration or repair of the Property or a size of the proceeds. paid to Borrower.

inake all award of service a claim for damages, borrower fails to respond to Lender within 50 days after the date menorize is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sume sequend by this Security Instantion whether or not then due While secured by this security fustionent, whether of not then due. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or use the due date of the monthly payments referred to in paragraphs 1 and 2 or thenge the amount of such paymente to the sums secured by this Security Instrument, whether or not then due. Othess Lenger and Dorrower otherwise agree in writing, any application of proceeds to principal shall not extend of postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments. postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.
10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower on Borrower's successors in interest

interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sume secured by this Security Instrument by reason of any demand made Lenger shan not be required to commence proceedings against any successor in interest or relies to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Perceiver or Perceiver and successors is interest. Any forbest area by Londer is exercising any right or remedu

by the original Borrower of Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of naragraph 17 Borrower's covenants and agreements shall be joint and several. Any Borrower, subject to the Security shall not be a waiver of or preclude the exercise of any right or remedy this occur ity instrument shan only and ocnent the successors and assigns of Lenger and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not around the Note (a) is so signing this Security Instrument only to mortgoge agant and convert

Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument (b) is not personally childred to not that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Londer and any other Borrower may agree to extend that DULIONCES INCLESS IN the Frogerity under the terms of this Security Instrument, (0) is not personany ourgated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without inc sums secure of this security instrument; and (c) agrees that Lenger and any other borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's concept

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan and that low is finally interpreted so that the interest or other loan charges collected or to be collected in the LOAN Charges. If the loan secured by this security instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits then; (a) any such loan charge shall be reduced by the amount charges, and that law is infanty interpreted so that the interest of other toal charges confected of to be confected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount reservory to reduce the charge to the permitted limit; and (b) any sume already collected from Rorrower which exceeded that Borrower's consent.

connection with the toan exceed the permitted limits, then; (a) any such toan charge shan be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct narment to Borrower. If a refund reduces principal, the reduction will be treated as a

permittee mints will be relatinged to borrower. Lenger may choose to make this related by reducing the principal ower under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a provid pressument without any pressument choice under the Note partial prepayment without any prepayment charge under the Note.
13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies partial prepayment without any prepayment charge under the Note. rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of preserver 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by a it hy first class mail uplace ambientia law requires use of another method. The notice shall be directed to the mailing it by first class mail unless applicable law requires use of another method. The notice to Lender shall be directed to the property Address or any other address florrower designates by notice to Lender. Any notice to Lender shall be given by maning it by mist class man unless approache law requires use of another memory. The notice shart of oncered to me Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Londer's address stated have no any other address Londer designates by notice to Borrower. Any notice paragraph 17.

rioperty Address of any other address horrower designates by notice to Lender. Any notice to Lender shan be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph paragraph. 15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the ction in which the Property is located. In the event that any provision or clouce of this Security Instrument or the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note

JURISDICTION IN WHICH THE PROPERTY IS located. In the event that any provision or clause of this Security Instrument of the Note onflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument and the which can be given affect without the conflicting provision. To this and the provisions of this Security Instrument and the which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the

re declared to be severable. 16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument. 17. Transfer of the Property or a Raneficial Interest in Rorrower. If all or any part of the Property or any 10. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.
17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or an antural
17. Transfer of the Property or a Beneficial interest in Borrower is sold or transferred and Borrower is not a natural
interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural
interest in it is sold or transferred (or if a beneficial interest in Borrower is not a natural Note are declared to be severable.

Interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Iaw as of the date of this security distribution. If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period less than 20 days from the date the potice is delivered or mailed within which Borrower must pay all sume coursed by of not less than 30 days from the date, the notice is delivered or mailed within which Borrower must pay all sums secured by federal law as of the date of this Security Instrument.

of not less than 30 days from the date the notice is derivered or maned within which borrower must pay an sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower. 16. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have a series of this Security Instrument discontinued at any time prior to the earlier of (a) 5 days (or such other paried or a series of this Security Instrument discontinued at any time prior to the earlier of (b) 5 days (or such other paried or a security Instrument discontinued at any time prior to the earlier of (b) 5 days (or such other paried or a security Instrument discontinued at any time prior to the earlier of (b) 5 days (or such other paried or a security Instrument discontinued at any time prior to the earlier of (b) 5 days (or such other paried or a security Instrument discontinued at any time prior to the earlier of (b) 5 days (or such other paried or a security instrument discontinued at any time prior to the earlier of (b) 5 days (or such other paried or a security instrument discontinued at any time prior to the earlier of (b) 5 days (or such other paried or a security instrument discontinued at any time prior to the earlier of (b) 5 days (or such other paried or a security instrument discontinued at any time prior to the earlier of (b) 5 days (or such other paried or a security instrument discontinued at any time prior to the earlier of (b) 5 days (or such other paried or a security instrument) at a security instrument discontinued at any time prior to the earlier of (b) 5 days (or such other paried or a security instrument) at a security instrument discontinued at any time prior to the earlier of (b) 5 days (or such other paried or a security instrument) at a security instrument of the security instrument of (b) 5 days (or such other paried or a security instrument) at a security instrument of (b) 5 days (or security instrument) at a security instrument of (b) 5 days (or security instrument) at a security instrument) at a security instrument of (b) 5 days (or security instrument) at a security instrument) at a security instrument) at a security instrument of (b) 5 days (or security ins remedies permitted by this Security Instrument without further notice or demand on Borrower. enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before rale of the Beconstruction successful for reinstatement) before rale of the Beconstructions.

enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred: (b) cures any default of any other covenants or agreements: (c) pays all expenses incurred in enforcing this (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, shall continue unchanged. Upon reinstatement by this Security Instrument shall continue unchanged. reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had becauted. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17

borrower, this becurity first unent and the congations secured hereby shan remain fully enective as it no accel occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

NON UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

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19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to,

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall give notice of sale in the manner prescribed by applicable law to Borrower and to other persons prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and

place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale. Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by

21. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.

22. Substitute Trustee. Lender may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

23. Use of Property. The Property is not currently used for agricultural, timber or grazing purposes.

24. Attorneys' Fees. As used in this Security Instrument and in the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

25. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this

Adjustable Rate Rider	part of this Secur
	2-4 Family Rider
Other(s) [specify]	

By SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it

FIRST PRESBYTERIAN CHURCH O	F KLAMATH FALLS BY: Harry Murshel	
	Harry Marshalf President	(Seal)
		Borrower
	Betty Hofbauer, Secretary	(Seal)
n an Andreas an Anna an Anna Anna an Anna Anna Ann	- [Space Below This Line For Acknowledgment]	-Borrower
STATE OF OREGON		
COUNTY OF KLAMATH		
The foregoing instrument was acknowled	iged before me thisAugust. 4. 1987	
by First Presbyterian Church	of Klamath Falls by: Harry Marshall, President and (person(s) acknowledging) Betty Hofbauer, Secretary	
My Commission expires: //-/2-90		
√,	Surald V. Erenn	77 A g s
This instrument was prepared by Klamat	Notary Public h First Federal Savings and Loan Association	EAL)
4770		••••

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